

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

Cameron Thompson,)	
)	Case No.: 4:21-cv-00467-P
Plaintiff,)	
v.)	
)	
Dealer Renewal Services, Royal)	
Administration Services, Inc., and Budco)	
Financial Services)	
)	
Defendants.)	

**PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT AGAINST
DEFENDANT DEALER RENEWAL SERVICES**

Pursuant to Rule 55(b), Plaintiff, Cameron Thompson (“Plaintiff”), files a motion for an entry of a default judgment against Defendant Dealer Renewal Services (“DRS”). The basis for that motion for default judgment is set forth at length in the accompanying Memorandum of Law, along with the supporting Certification and Exhibits.

As set forth therein, where DRS has been served with Plaintiff’s Complaint and has failed to respond in the time allotted by the Rules of Civil Procedure, and the Clerk has Entered default against DRS, an Order of Default Judgment against DRS is warranted. Plaintiff moves this Honorable Court for an Order of Default Judgment in the amount of \$221,500.00.

Respectfully submitted,

Kimmel & Silverman, P.C.

By: /s/ Jacob U. Ginsburg
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Dated: October 10, 2021

CERTIFICATION OF IMPOSSIBILITY TO CONFER

I, Jacob U. Ginsburg, Esq. hereby certify that I could not confer with Defendant Dealer Renewal Services as to this default judgment motion, as no counsel has entered appearance on that Defendant's behalf.

/s/ Jacob U. Ginsburg

CERTIFICATE OF SERVICE

I, Jacob U. Ginsburg hereby certify that a true and correct copy of the memorandum in support of default judgment motion was electronically filed with the Clerk of Court and transmitted to all parties of record via ECF and sent to Defendant Dealer Renewal Service at:

Dealer Renewal Services
3300 South Dixie Highway
Suite 267
West Palm Beach FL 33405-1987

Date: October 10, 2021

By: */s/ Jacob U. Ginsburg*